

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sage Automotive Interiors, Inc.		05/06/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	77791997	SAGE GLOBAL AUTOMOTIVE	
Serial Number:	77791975	SAGE AUTOMOTIVE INTERIORS	
Serial Number:	77833819	SAGE AUTOMOTIVE INTERIORS	
Serial Number:	78058969	FXC	
Serial Number:	78114552	FXC	
Serial Number:	78073829	MEZZIO	
Serial Number:	75383246	MFLEX	
Serial Number:	78779546	NO STAINS. NO SMELLS. NO WORRIES.	
Serial Number:	78779526	NO STAINS. NO SMELLS. NO WORRIES.	
Serial Number:	75181518	PREFERRED SUEDE	
Serial Number:	78405387	PREFERRED SUEDE	
Serial Number:	75906938	PS	
Serial Number:	78390038	YES ESSENTIALS	
Serial Number:	78390050	YES ESSENTIALS	

TRADEMARK

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REEL: 004536 FRAME: 0475

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Serial Number:	85188228	YES ESSENTIALS
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CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1203
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NAME OF SUBMITTER:	Marisa Davidson (014951-1203)
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Signature:	/kc for md/
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Date:	05/06/2011
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Total Attachments: 5

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GRANT OF A SECURITY INTEREST --TRADEMARKS

Anything herein to the contrary notwithstanding, the Liens securing the obligations evidenced by this Security Agreement and the exercise of any right or remedy with respect thereto are subject to the provisions of the Intercreditor Agreement dated as of May 6, 2011 (as amended, restated, supplemented, amended and restated, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Working Capital Agent, ABLECO FINANCE LLC, a Delaware corporation, as Term Loan Agent, and consented to by the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of May 6, 2011, by Sage Automotive Interiors, Inc. ("Grantor"), in favor of Ableco Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 6, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

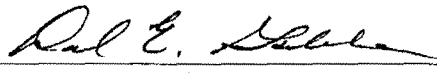
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SAGE AUTOMOTIVE INTERIORS, INC.

By: 
Name: David Gable
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 004536 FRAME: 0479

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Record Owner
Sage Global Automotive (word)	US	77/791,997	7/29/2009			Sage Automotive Interiors, Inc.
Sage Automotive Interiors	US	77/791,975	7/29/2009	3,874,538	11/9/2010	Sage Automotive Interiors, Inc.
Sage Automotive Interiors (and Design)	US	77/833,819	9/24/2009	3,858,094	10/5/2010	Sage Automotive Interiors, Inc.
FXC	US	78/058,969	4/18/2001	2,641,092	10/22/2002	Sage Automotive Interiors, Inc.
FXC (and Design)	US	78/114,552	3/13/2002	2,750,289	8/12/2003	Sage Automotive Interiors, Inc.
Mezzio	US	78/073,829	7/13/2001	2,803,535	1/6/2004	Sage Automotive Interiors, Inc.
Mflex	US	75/383,246	11/3/1997	2,286,372	10/12/1999	Sage Automotive Interiors, Inc.
No stains, No smells, no worries	US	78/779,546	12/22/2005	3,240,743	8/7/2007	Sage Automotive Interiors, Inc.
No stains, no smells, no worries	US	78/779,526	12/22/2005	3,277,697	5/8/2007	Sage Automotive Interiors, Inc.
Preferred Suede	US	75/181,518	10/15/1996	2,104,460	10/7/1997	Sage Automotive Interiors, Inc.
Preferred Suede	US	78/405,387	4/21/2004	2,989,277	8/30/2005	Sage Automotive Interiors, Inc.
PS (and Design)	US	75/906,938	1/31/2000	2,499,063	10/16/2001	Sage Automotive Interiors, Inc.

Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date	Record Owner
Yes Essentials	US	78/390,038	3/24/2004	3,030,479	12/13/2005	Sage Automotive Interiors, Inc.
Yes Essentials	US	78/390,050	3/24/2004	3,061,093	2/21/2006	Sage Automotive Interiors, Inc.
Yes Essentials (and Design)	US	85/188,228	12/10/2010			Sage Automotive Interiors, Inc.